

Interconnection Agreement For a Wireless System
Under Sections 251 and 252 of the Communications Act of 1934, as Amended

This Interconnection Agreement (“Agreement”) for a Commercial Mobile Radio Service (CMRS) under §§251 and 252 of the Communications Act of 1934, as Amended is effective as of the 1st day of January, 2002 (the “Effective Date”), by and between Northeast Telephone Company (“Northeast”) with principal offices at 122 South St. Augustine Street, Pulaski, Wisconsin 54162-0860 and NPCR, Inc. d/b/a Nextel Partners (“Nextel”) with principal offices at 4500 Carillon Point, Kirkland, WA 98033.

WHEREAS, NEXTEL is a CMRS provider operating within the State of Wisconsin;

WHEREAS, Northeast is a Local Exchange Carrier in the State of Wisconsin;

WHEREAS, Nextel and Northeast have agreed to exchange calls between each other’s networks and wish to establish reciprocal compensation arrangements for these calls;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nextel and Northeast hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

1.1 “Access Tandem” or “Tandem” is a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, and/or a customer’s premises and is capable of providing Feature Group D service.

1.2 “Act” means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

1.3 “Affiliate” is As Defined in the Act.

1.4 “As Defined in the Act” means as specifically defined by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.5 “As Described in the Act” means as described in or required by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.6 “Central Office Switch” means a switch used to provide Telecommunications Service. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.7 “Commercial Mobile Radio Services” or “CMRS” means Commercial Mobile Radio Services as defined in Part 20 of the FCC’s rules.

1.8 “Commission” means the Public Service Commission of Wisconsin.

1.9 “Effective Date” means the date first above written.

1.10 “End Office Switch” is Northeast’s switching system where telephone loops are terminated for purposes of interconnection to each other and to Northeast’s system.

1.11 “FCC” means the Federal Communications Commission.

1.12 “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

1.13 “InterLATA Service” is As Defined in the Act.

1.14 “IntraLATA Toll Traffic” means all IntraLATA calls other than Local Traffic.

1.15 “Information Service Provider” or “ISP” is as defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158, including Internet providers.

1.16 “Local Access and Transport Area” or “LATA” is As Defined in the Act.

1.17 “Local Traffic” is telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates with the same Major Trading Area.

1.18 “Local Exchange Carrier” or “LEC” is As Defined in the Act.

1.19 “Major Trading Area” or “MTA” means Major Trading Area as defined by Section 24.202(a) of the FCC rules, or any successor provision defining MTA.

1.20 “Mobile Telephone Service Office” or “MTSO” means the switching center used by a CMRS carrier in performing routing functions for originating or terminating functions for calls to or from end user customers of the CMRS carrier.

1.21 “Non-Local Traffic” means all traffic which is (a) not Local Traffic, as defined in Section 1.17 hereof, and (b) will not be subject to Reciprocal Compensation, but instead, be billed pursuant to the appropriate Party’s relevant access tariff in accordance with Section 5.3. Non-local traffic includes but is not limited to the transport and termination of any access traffic including traffic delivered to ISPs.

1.22 “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

1.23 “NXX” means the three-digit code which appears as the first three digits of a seven digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 codes).

1.24 “Party” means either Nextel or Northeast, and “Parties” means Northeast and Nextel.

1.25 “POI” means point of interconnection designated for routing of local interconnection trunks.

1.26 “Reciprocal Compensation” means an arrangement between two carriers in which each of the two carriers receives the same compensation from the other carrier for the transport and termination on each carrier’s network of Local Traffic that originates on the network facilities of the other carrier. Reciprocal Compensation, regardless of which Party receives it, is based on the prices in accordance with Section 5 and at the rates identified in Attachment I.

1.27 “Telecommunications” is As Defined in the Act.

1.28 “Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.29 “Telecommunications Carrier” is As Defined in the Act.

1.30 “Termination” means the switching of Local Traffic at the terminating carrier’s end office switch, or equivalent facility, and delivery of such traffic to the called party’s premises.

1.31 “Transport” means the transmission and any necessary tandem switching of Local Traffic subject to Section 251(b)(5) of the Act from the POI between the two carriers to the terminating carrier’s End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offerings, guides or practices, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE OF AGREEMENT

This Agreement shall cover the exchange of traffic between Northeast's network in Wisconsin and Nextel's network in Wisconsin. All other traffic shall be governed by the applicable tariff and/or contract, and is not covered by this Agreement.

4.0 SERVICE AGREEMENT

4.1 Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Nextel and Northeast.

4.1.1 Description. Nextel currently does not have a direct facilities connection with Northeast. Absent such a connection, traffic originating from Nextel's CMRS network and terminating to Northeast's network will be routed via a third party's tandem switch to a POI with Northeast and then be routed to its End Office. Traffic originating on the network of Northeast to be terminated to Nextel's network will be routed in accordance with the Bellcore Traffic Routing Administration instructions for Nextel's applicable NPA/NXXs. In the event that Nextel desires to effect a direct facilities connection with Northeast the Parties agree to negotiate in good faith to promptly establish and implement the terms and conditions for such an interconnection, which terms and conditions shall be consistent with the requirements of the Act.

5.0 RECIPROCAL COMPENSATION

5.1 Generally. Subject to the limitations set forth below, Northeast shall compensate Nextel for the Transport and Termination of Land-to-Mobile Local Traffic originated on Northeast's network and terminated on Nextel's network, only to the extent that Northeast's originated traffic is not handed off to an Interexchange carrier for delivery to Nextel. Nextel shall compensate Northeast for the Transport and Termination of Mobile-to-Land Local Traffic originated on Nextel's network and terminated on Northeast's network only to the extent that the Nextel originated traffic is not handed off to an interexchange carrier for delivery to Northeast. The rates of Reciprocal Compensation are set forth in Attachment I. Compensation for the transport and termination of any Non-Local traffic, including traffic delivered to ISPs, shall be pursuant to § 5.3 below.

5.1.1 In the event the traffic terminated on the Parties' respective networks is de minimus such that the total minutes for which either Party is entitled to compensation is less than 3,000 minutes of use for a one month period, the Parties agree that said month's minutes of use shall carry over to the following month, and again as many times as may be required, until the 3,000 minutes of use threshold has been achieved by either party. Upon reaching the 3,000 minutes of use threshold, both parties shall prepare and submit to the other a billing statement that will separately reflect the calculation of Reciprocal Compensation.

5.2 Origination and Termination Points. For purposes of defining Local Traffic under this Agreement, the origination point and the termination point on Northeast's network shall be the End Office serving the respective calling or called Party. The origination point and the termination point on Nextel's network shall be the MTSO which services the calling or called party at the time the call begins.

5.3 Terminating Compensation. Nextel shall pay terminating compensation for all Non-Local Traffic originated on Nextel's network and delivered to Northeast for termination to Northeast's customers. Nextel will compensate Northeast at Northeast's applicable access tariff rates for all Non-Local Traffic only to the extent that the Nextel originated traffic is not handed off to an interexchange carrier for delivery to Northeast.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. If such a change causes the other Party to incur any material expense to maintain interoperability, the Parties agree to negotiate in good faith to promptly establish the terms and conditions for such a change of which terms and conditions shall be consistent with the requirements of the Act, prior to making such a change.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Not later than forty-five (45) days from the Effective Date, the Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement (“Implementation Schedule”). Both Nextel and Northeast shall use commercially reasonable efforts to comply with the Implementation Schedule. The date set forth in this Implementation Schedule may be modified upon the written agreement of the Parties.

7.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, and in accordance with Section 5, measuring and billing traffic from the other Party’s network and for delivering such traffic to the other Party’s network in a mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or using any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party’s customers.

7.3 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

7.4 Each Party is responsible for administering NXX codes assigned to it.

7.5 Each Party is responsible for obtaining Local Exchange Routing Guide (“LERG”) listings of Common Language Location Identifier (CLLI) codes assigned to its switches.

7.6 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

7.7 Northeast shall program and update its Central Office Switches and End Office switches and network systems to recognize and route traffic to NXX codes assigned to Nextel. Nextel shall do the same with respect to its MTSO for recognizing and routing traffic to Northeast’s NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of Section 15, the initial term (“Initial Term”) of this Agreement shall be for one (1) year which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least ninety (90) days prior to the expiration of the Initial Term or any renewal term (as described below) to the effect that such Party intends to terminate this Agreement with or without cause, this Agreement shall automatically renew for additional one (1) year terms (“Renewal Term”).

8.2 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall comply with its obligations set forth in this Agreement;
- (b) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement; and
- (c) each Party’s indemnification, confidentiality and dispute resolution obligations shall survive termination or expiration of this Agreement.

8.3 This Agreement may be terminated by written notice thereof given by one Party to the other if any one of the following occurs:

- (a) Failure of the other Party to meet any material covenant, agreement, or obligation provided for in this Agreement if it has not cured or commenced to cure any such default within thirty (30) days after written notice thereof by the non-defaulting Party; or
- (b) The other Party becomes insolvent or is adjudicated as bankrupt, or its business comes into possession or control of any trustee in bankruptcy, or a receiver is appointed for it, or it makes a general assignment for the benefit of creditors. If any of these events occurs, no interest in this Agreement shall be deemed an asset to creditors.

9.0 PAYMENTS AND BILLING

9.1 Calculation of Payments. The Parties agree that payments due under this Agreement shall be calculated as follows:

9.1.1 Nextel will compensate Northeast for Local and Non-Local Traffic delivered to Northeast for termination to Northeast's customers, as described in Section 5 and at the rates identified in Attachment I. Northeast's NXXs are identified in Attachment II to this Agreement and are subject to change from time to time. Northeast will compensate Nextel only for Local Traffic delivered to Nextel for termination to its customers, as defined in Section 5 and at rates identified in Attachment I. Nextel's NXXs are identified in Attachment III to this Agreement and are subject to change from time to time.

9.1.2 Parties will compensate each other for Traffic delivered to each other for termination on their respective networks based on verifiable records of actual usage. Nextel shall provide Northeast, on a monthly basis, with Nextel customer usage information showing total minutes of Local Traffic and Non-Local Traffic originated by Nextel customers that terminates to Northeast customers. In the event that such verifiable records are not available, the surrogate billing factor in Attachment I shall determine compensation.

9.2 Billing.

9.2.1 A monthly billing statement shall be prepared by both Parties and will reflect separately the calculation of (i) reciprocal compensation due each party and (ii) terminating compensation due Northeast, as well as the net amount due and owing for the combination of reciprocal compensation and terminating compensation. Such amount shall be paid within thirty (30) days of the invoice receipt date as detailed in this Section 9.2.

9.2.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

9.2.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

9.2.3.2 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law provided that the Non-Paying Party shall not pay interest on any amounts that it successfully disputes.

9.3 Upon a Party's written request and at a mutually agreed upon time during normal business hours the requesting Party shall have the right to inspect the records which are the basis for any monthly bill for the preceding 12 months issued by the other Party and to request copies thereof. The auditing Party shall bear its own cost and expense.

10.0 CANCELLATION CHARGES

Except as defined in Section 8.2 above, no cancellation charges shall apply.

11.0 NON-SEVERABILITY

11.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

11.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

12.0 INDEMNIFICATION

12.1 General Indemnity Rights. Each Party (the “Indemnifying Party”) will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the “Indemnified Party”) and hold such Indemnified Party harmless against:

12.1.1 Any loss to a third person arising out of the gross negligence or willful misconduct (“Fault”) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

12.1.2 Any loss arising from such Indemnifying Party’s use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits (“Claims”) for libel, slander, invasion of privacy, or infringement of intellectual property rights arising from the Indemnifying Party’s own communications.

12.2 Indemnification Procedures. Whenever a Claim for indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim or loss. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim or loss and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim or loss, the Indemnified Party will defend such Claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any Claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel at its own cost for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to reasonably cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

13.0 LIMITATION OF LIABILITY

13.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

13.2 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, “Consequential Damages”), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a Party’s obligation under Section 12 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including reasonable attorneys’ fees) and Consequential Damages of such third person, or (ii) a Party’s liability to the other for willful or intentional misconduct.

13.3 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a Force Majeure Event@).

13.3.1 If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

14.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

14.1 Except as expressly provided under this Agreement, no Party makes or receives any warranty, express or implied, with respect to the services, functions and products it provides or is contemplated to provide under this Agreement and the parties disclaim the implied warranties of merchantability and/or of fitness for a particular purpose.

15.0 REGULATORY APPROVAL

15.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

15.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) to the other Party require that the affected provision(s) be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act.

15.3 Amendment or Other Changes to the Act: Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act occurring after the Effective Date (individually and collectively, and "Amendment to the Act"), either Party may by providing written notice to the other Party request that the affected provisions be renegotiated and amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any pricing, rates or charges of the services provided under this Agreement, such amendment shall be retroactively effective as determined by the Commission or other agency or court with jurisdiction over this Agreement, and each party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act. Except as otherwise provided for in this section (15.3) and Section 16.0, neither party waives any rights it might have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.

16.0 DISPUTE ESCALATION AND RESOLUTION

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “Dispute”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 16.0. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall within five (5) days from the written request appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within forty-five (45) days after the Parties’ appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

17.0 MISCELLANEOUS

17.1 Authorization.

17.1.1 Northeast is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

17.1.2 Nextel is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

17.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

17.3 Independent Contractors. Neither this Agreement, nor any actions taken by Nextel or Northeast, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Nextel and Northeast, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Nextel or Northeast in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Nextel and Northeast end users or others.

17.4 Confidentiality.

17.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its “Representatives” and with a Party, a “Receiving Party”) pursuant to this Agreement (“Proprietary Information”) shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked “Confidential” or “Proprietary” or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 17.4.2 of this Agreement.

17.4.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing Party’s efforts to obtain any protective relief which such Disclosing Party chooses to obtain.

17.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

17.5 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions.

17.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. These amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

17.7 Non-Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

17.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

17.9 Notices. Except as may be otherwise specifically provided, all notices and communications shall be in writing and delivered by: (a) United States Postal Service certified or registered mail, return receipt requested, postage prepaid; (b) facsimile transmission with a copy mailed by first class mail or its equivalent deposited in the United States Postal Service, postage prepaid; (c) overnight courier service; or (d) personal delivery; and shall be directed to the persons at the applicable addresses set forth below, or to such other person or place as the Parties may direct. Notice shall be deemed received on the date of facsimile transmission confirmation, or the date of delivery, whichever applies, to the following addresses of the Parties:

To:

Northeast Telephone Company
450 Security Blvd.
Green Bay, Wisconsin 54307
Attn: Jim Paulos
Fax: (920) 617-7319

To:

Nextel Partners
4500 Carillon Point
Kirkland, WA 98033
Attn: General Counsel
Fax: (425) 576-3650
Copy:
Brent G. Eilefson
Nextel Partners
10120 West 76th Street
Eden Prairie, MN 55344
Fax: (952) 238-7372

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

17.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

17.11 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

17.12 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or

on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

17.13 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

17.14 Technology Upgrades. Nothing in this Agreement shall limit Nextel's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Nextel shall provide Northeast written notice at least ninety (90) days prior to the incorporation of any such upgrade in Nextel's network which will materially impact Northeast's service or such other period as presented by applicable FCC or Commission rule. Nextel shall be solely responsible for the cost and effort of accommodating such changes in its own network, and Northeast's network.

17.15 Scope of Agreement. This Agreement is intended to describe and enable specific reciprocal compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

17.16 Entire Agreement. The terms contained in this Agreement and its Attachments and the other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

NPRC, INC. D/B/A NEXTEL PARTNERS

NORTHEAST TELEPHONE COMPANY

By: _____

By: _____

Date: _____

Date: _____

Printed: David Thaler

Printed: _____

Title: Vice President

Title: _____

**Reciprocal Rates and Charges for
Transportation and Termination of Traffic**

Transport And Termination of All Local Traffic

Rate applied per Minute of Use: \$.0175

The Parties agree that this shall be an interim rate. This interim rate is subject to adjustment to mirror any lower rate that Northeast agrees to with any other CMRS provider for call transport and termination, retroactive to the Effective Date of the other CMRS provider's Agreement.

This rate is reciprocal and symmetrical for Local Traffic exchanged between Northeast and Nextel and applies for all Local Traffic MOUs exchanged at any point of interconnection ("POI"), regardless of whether the POI is an access tandem or end office.

Surrogate Billing Factor

In the event that verifiable records of actual usage originated and terminated on their respective networks are not available, the following percentage local usage factor shall apply to account for incidental Non-Local traffic:

99%

Further, in the event that verifiable records of actual usage originated and terminated on their respective networks are not available, then Nextel will bill Northeast 28.2% of the amount billed by Northeast to Nextel. The 28.2% is based on an assumption that 22% of the total traffic exchanged is land-to-mobile and 78% of the total traffic exchanged is mobile-to-land.

ATTACHMENT II

Northeast Telephone Company's NXXs

<u>Locality</u>	<u>NPA/NXX</u>	<u>CLLI</u>
Pulaski	920/822	PLSKWIXADSA
Mill Center	920/865	MLCTWIXADSO
Oneida	920/869	ONEDWIXADSO
Krakow	920/899	KRKWWIXARSO

ATTACHMENT III

Nextel's NXXs

<u>Locality</u>	<u>NPA/NXX</u>	<u>CLLI</u>
Green Bay	(920) 371	ASHWWIAL3MD